

State Agency/Farmers' Market/Farmstand/Farmer Agreement

AGREEMENT

Between State of Alaska, Department of Health and Social Services

And

Farmers' Market/Farmstand/Farmer

Farmer No. _____ (if applicable)

This agreement is entered into by and between the State of Alaska, Department of Health and Social Services (AK DHSS) and the Farmers' Market/Farmstand/Farmer named above to participate in the United States Department of Agriculture (USDA) and the Alaska State Farmers' Market Nutrition Program (FMNP).

The duration of this agreement shall be for **2008** Farmers' Market season of June 1 through November 30, 2008 unless terminated earlier as provided below.

It is the purpose of this agreement to:

1. Provide locally grown, fresh fruits, vegetables and herbs for currently eligible WIC women and children, and eligible senior citizens in areas where the Senior FMNP is offered.
2. Expand customer base and use of farmer's markets where consumers can buy direct from the grower.

It is therefore mutually agreed that:

1. The Farmers' Market/Farmstand/Farmer shall furnish the necessary personnel and services and otherwise do all things necessary for, or incidental to, the performance of conditions set forth below.
2. The Farmers' Market/Farmstand/Farmer authorized to participate in the USDA and Alaska State FMNP agrees to all of the following conditions and rules.

Definitions:

Coupon means a coupon, warrant, voucher, or other negotiable financial instrument by which benefits under the FMNP are transferred to recipients.

Eligible foods mean fresh, nutritious, unprepared, locally grown fruits, berries, vegetables and herbs for human consumption. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning processes. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods not eligible for purposes of the FMNP.

Farmer means an individual authorized to sell produce at a participating farmers' market. Individuals who exclusively sell produce grown by someone else, such as wholesale distributors, cannot be authorized to participate in the FMNP.

Farmers' market means an association of local farmers who assemble at a defined location and scheduled time for the purpose of selling their produce directly to consumers.

Farmstand means a location at which a single, individual farmer sells his/her produce directly to the consumer. This is in contrast to a group or association of farmers selling their produce at a farmers' market.

Locally grown means produce grown only within Alaska borders. Under no circumstances can produce grown outside of Alaska be considered eligible for the program.

Senior citizen participant means eligible low-income seniors age 60 and over.

WIC stands for Special Supplemental Nutrition Program for Women, Infants and Children.

The State of Alaska, Department of Health and Social Services shall:

1. Distribute to each eligible WIC participant a one-time benefit of farmers' market coupons totaling \$25, (in \$5.00 increments,) that may be redeemed only at qualifying farmers' markets or farmstands between June 1 and October 31.
2. Distribute to each eligible Senior citizen participant farmers' market coupons totaling \$25, (in \$5.00 increments,) that may be redeemed only at qualifying farmers' markets or farmstands between July 1 and October 31.
3. Assure payments of valid farmers' coupons deposited in a timely manner to farmers.
4. Provide training to farmers' market managers/farmstands/farmers.
5. Provide "WIC and Senior FARMERS' MARKET COUPONS Welcome Here!" signs for the farmers participating in the Alaska State FMNP.
5. Monitor participating farmers' markets/farmstands for compliance with program procedures; if necessary, disqualify a participating farmer or farmers' market for program abuse.
6. Deny payment to a farmer for improperly redeemed coupons and/or demand reimbursement for payments already made on improperly redeemed coupons.

The Farmers' Market representative shall:

1. Provide FMNP information and training to growers requesting authorization to participate in the program.
2. Provide the AK DHSS with the location and scheduled dates and hours of market operation.

The Farmers' Market representative/Farmstand operator shall:

1. Agree to provide the AK DHSS with any information it has available which the Farmers' Market or AK DHSS deems necessary to track the impact of the FMNP on the market.
2. Accept training on program procedures, assist AK DHSS in training participating growers on such procedures, and safeguard FMNP participant information.
3. Be located in an area where the Local WIC agency is able to provide the necessary services required to administer the Program.
4. Be located in an area that serves enough eligible WIC participants to justify the need for the farmers' market or farmstand.
5. Be open for a minimum of four hours on at least one day a week.
6. Include enough authorized farmers participating in the market, or if a farmstand, enough variety and quantity of produce to meet the demand of eligible WIC participants in the area it serves.
7. Provide such information as the AK DHSS may require for its annual reports to the USDA, Food and Nutrition Services.
8. Agree to allow the AK DHSS to monitor the market/farmstand for compliance with program procedures.
9. Ensure that Alaska State FMNP clients receive the same courtesies as other customers.
10. Comply with applicable state and federal regulations pertaining to Civil Rights and Nondiscrimination.
11. Notify the AK DHSS when and if a farmers' market/farmstand ceases operation prior to the end of the authorization period.

The Farmer shall:

1. Accept FMNP coupons only for eligible, unprocessed, fresh, locally grown fruits, vegetables and herbs.
2. Accept training on FMNP program procedures and provide training to any employees with FMNP responsibilities on such procedures.
3. Accept FMNP coupons only after receiving a copy of this agreement, a farmer number stamp and an annual decal to display verifying that s/he is authorized to participate in the 2008 FMNP.
4. Accept FMNP coupons only at this or other FMNP authorized farmers' markets.
5. Display the "**WIC and Senior Farmers' Market Coupons Welcome Here!**" sign during the market days when selling eligible produce.
6. Accept WIC FMNP coupons only within the valid market dates of June 1 through October 31, 2008 and Senior FMNP coupons only within the valid dates of June 1 through October 31, 2008.
7. Provide customers with the full amount of product for the value of each coupon, no change given.
8. Stamp the "Farmer's Number" in the appropriate area on the coupon before redeeming coupons.
9. Deposit WIC farmers' market coupons and turn Senior FMNP coupons into appropriate Senior Agency for payment by November 30, 2008.
10. Provide equitable treatment of Alaska State FMNP customers, including the availability of produce that is of the same quality and no greater price as that sold to other customers.
11. Comply with applicable state and federal regulations pertaining to Civil Rights and Nondiscrimination.
12. Not charge sales tax in conjunction with any coupon transaction.
13. Cooperate with AK DHSS staff in monitoring for compliance with program procedures.
14. Be accountable for actions of employees in the provision of foods and related activities.
15. Pay the AK DHSS for any coupons transacted in violation of the agreement.
16. Not seek restitution from participants for coupons not paid by AK DHSS.

Any violation of these rules may result in the AK DHSS disqualifying the farmers' market/farmstand/farmer from the program. The farmers' market/farmstand/farmer may be subject to sanctions in addition to, or in lieu of, disqualification. The AK DHSS shall notify the farmers' market/farmstand/farmer in writing 30 calendar days prior to the disqualification effective date.

A Farmers' Market/Farmstand/Farmer who commits fraud or abuse of the Alaska State Farmers' Market Nutrition Program is liable for prosecution under federal regulations [CFR 246.12(f)(2)(xiv)]. Farmers' market/farmstand/farmer disqualification, or any other adverse action that affects participation may be appealed within 30 calendar days of notification. All appeals must be in writing, and addressed to: Alaska State Farmers' Market Project Coordinator, 130 Seward Street, Room 508, Juneau, Alaska 99801. Expiration of contract and monetary claims action cannot be appealed.

The Alaska State Farmers' Market Nutrition Program maintains no obligation to reinstate a farmers' market/farmstand/farmer authorization after disqualification. The farmers' market/farmstand/farmer understands that they may reapply to participate in the program as stipulated in the disqualification notification.

Any of the parties to this agreement shall have the right to terminate the agreement with 30 days notice upon submission of a written notice to the other parties. Termination notices or other correspondence from the farmers' market/farmstand/farmer shall be addressed to:

Alaska Farmers' Market Nutrition Program
Office of Children's Services/WIC
130 Seward Street, Room 508
Juneau, Alaska 99801

Order of Precedence

In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations.
2. Special Terms and Conditions.
3. Any other provisions of the agreement whether incorporated by reference or otherwise.

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties.

In witness whereof, the undersigned have affixed their signatures in execution thereof.

**FARMERS' MARKET/
FARMSTAND/FARMER
REPRESENTATIVE**

**ALASKA DEPARTMENT OF
HEALTH AND SOCIAL SERVICES**

Signature

Signature

Name

Name

Title

Title

Date

Date

